

AMENDED AND RESTATED RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

THIS AMENDED AND RESTATED RIGHT OF WAY AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between G. J. BLEEKER and wife, CAROLYN S. BLEEKER and the COUNTY OF BUNCOMBE, a political subdivision of the State of North Carolina (collectively, "Grantor") and CAROLINA POWER & LIGHT COMPANY, a public service company d/b/a PROGRESS ENERGY CAROLINAS, INC. ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Buncombe County, North Carolina, being more particularly described in the instrument recorded in Book 1009, Page 585, Buncombe County Registry ("Grantor's Property");

WHEREAS, Grantee is the owner of a utility right of way that encumbers Grantor's Property, said right of way being more particularly described in that certain instrument recorded in Book 623, Page 300, Buncombe County Registry (the "Right of Way Agreement");

WHEREAS, the Right of Way Agreement specifies that the right of way area for the overhead line is thirty (30) feet in width, with the location of said right of way area to be selected by Grantee by its installation of the first overhead line;

WHEREAS, Grantee has previously installed the overhead line on Grantor's Property and now desires to relocate said overhead line and the right of way area to a new location on Grantor's Property; and

WHEREAS, the parties hereto desire to amend and restate the Right of Way Agreement to specify the new location of the right of way area on Grantor's Property prior to Grantee relocating said overhead line.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby amend and restate the Right of Way Agreement as follows: (i) the location of the thirty (30) foot wide right of way area conveyed in the Right of Way Agreement and located on Grantor's Property shall be as shown on Exhibit A attached hereto and incorporated herein by reference (the "Amended Right of Way Area"). Grantee shall have 24 months from the date this AMENDED AND RESTATED RIGHT OF WAY AGREEMENT is recorded to relocate or remove its facilities located on Grantor's Property pursuant to the Right of Way Agreement that are not within the Amended Right of Way Area.

TO HAVE AND TO HOLD, the aforesaid Amended Right of Way Area unto Grantee, its successors and assigns forever, upon the terms and conditions set forth herein and in the Right of Way Agreement. This Amended and Restated Right of Way Agreement shall run with Grantor's Property and does not supersede, modify, impair, or otherwise affect the Right of Way Agreement or Grantee's easements, rights, and privileges, thereunder, except as specifically set forth herein. Grantor hereby binds itself, its successors and assigns and any future owner(s) of Grantor's Property and/or the Amended Right of Way Area, to warrant and forever defend the easements, rights, and privileges granted unto Grantee, its successors and assigns herein and in the Right of Way Agreement, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IT IS UNDERSTOOD AND AGREED that the County of Buncombe joins in the execution of this AMENDED AND RESTATED RIGHT OF WAY AGREEMENT solely to consent to the relocation of the right of way area to the Amended Right of Way Area as required by the Deed of Agriculture Conservation Easement recorded in Deed Book 4134, Page 195, Buncombe County Registry.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this AMENDED AND RESTATED RIGHT OF WAY AGREEMENT as of the day and year first above written.

GRANTOR:

\_\_\_\_\_  
G. J. BLEEKER

\_\_\_\_\_  
CAROLYN S. BLEEKER

\_\_\_\_\_  
COUNTY OF BUNCOMBE  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
CLERK TO THE BOARD

NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County,  
North Carolina, certify that \_\_\_\_\_

personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_  
County, North Carolina, certify that \_\_\_\_\_ personally appeared  
before me this day and acknowledged that he/she is \_\_\_\_\_ Clerk of BUNCOMBE COUNTY, and that by authority  
duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by its  
\_Chairman, sealed with its official seal, and attested by \_\_\_\_\_self as its \_\_\_\_\_ Clerk.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor and Grantee have executed this AMENDED AND RESTATED RIGHT OF WAY AGREEMENT as of the day and year first above written.

GRANTEE:

CAROLINA POWER & LIGHT COMPANY d/b/a  
PROGRESS ENERGY CAROLINAS, INC.

By: \_\_\_\_\_  
John F. Smith, III  
Vice President – Western Region

NORTH CAROLINA

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public in and for \_\_\_\_\_ County, North Carolina, do hereby certify that John F. Smith, III personally came before me this day and acknowledged that he is Vice President of CAROLINA POWER & LIGHT COMPANY d/b/a PROGRESS ENERGY CAROLINAS, INC., a corporation, and as Vice President, being duly authorized to do so executed the foregoing AMENDED AND RESTATED RIGHT OF WAY AGREEMENT on behalf of said corporation.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT A  
(Survey of Amended Right of Way Area)

**EXHIBIT "A"**

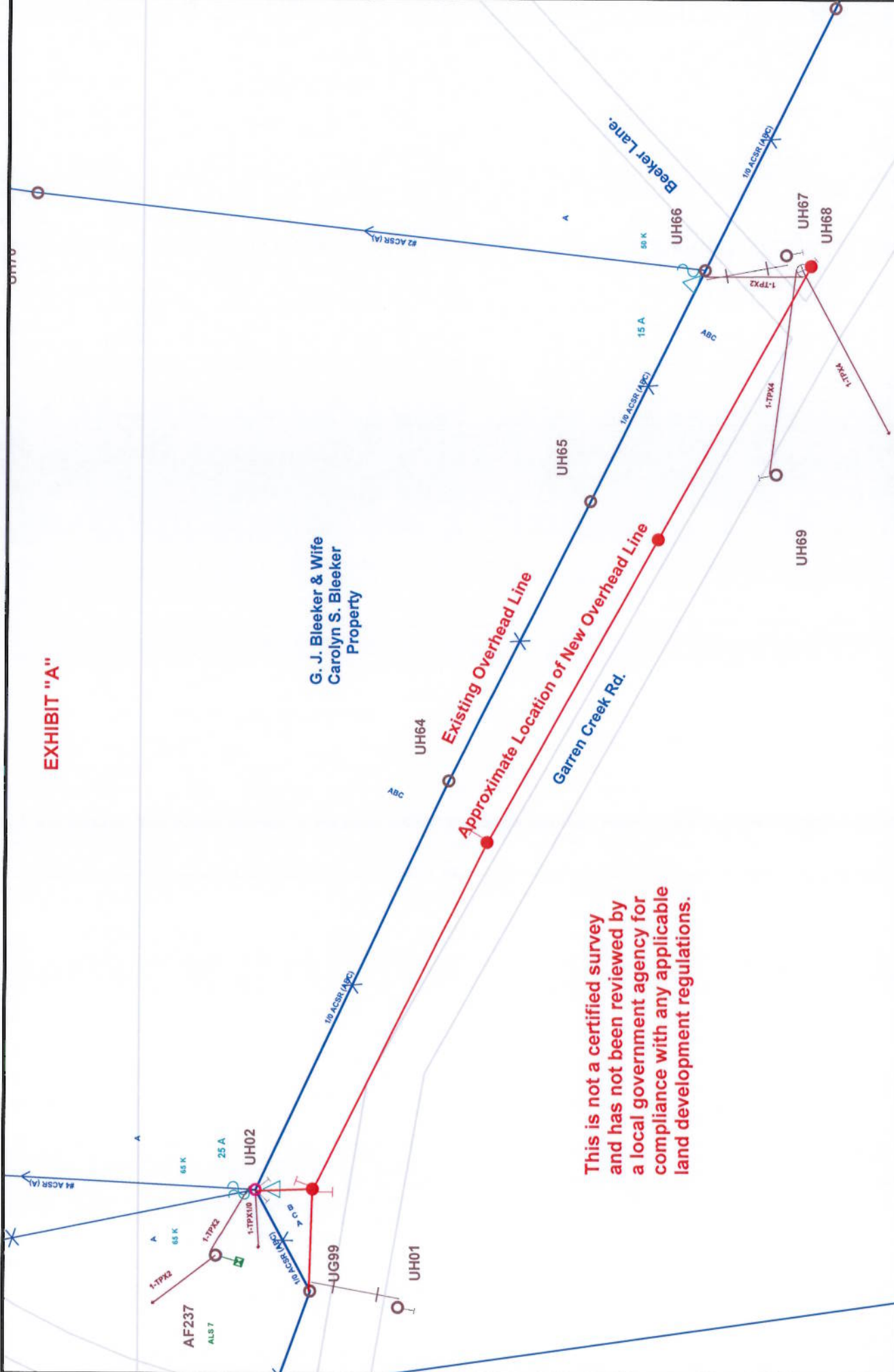
G. J. Bleeker & Wife  
Carolyn S. Bleeker  
Property

Existing Overhead Line

Approximate Location of New Overhead Line

Garren Creek Rd.

This is not a certified survey  
and has not been reviewed by  
a local government agency for  
compliance with any applicable  
land development regulations.



Address: Garren Creek Rd	Drawing No: undefined	Revision undefined	Work Request FK311	SVC Coord. undefined	Sheet
					1
Contact: undefined	City/Town, State: Fairview, NC		Drawn Norris, Lisa	Approved undefined	of
					1
			Checked undefined	Date 1/25/2010	Scale 1 in = 100 ft

